

TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Irene DeGroot, GIS Manager, 954-797-2065

PREPARED BY: Irene DeGroot, GIS Manager

SUBJECT: Resolution

AFFECTED DISTRICT: Townwide

ITEM REQUEST: **Schedule for Council Meeting**

TITLE OF AGENDA ITEM: AGREEMENT EXTENSION - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING AN EXTENSION OF THE AGREEMENT BETWEEN THE TOWN OF DAVIE AND GEOGRAPHIC TECHNOLOGIES GROUP. \$307,384

REPORT IN BRIEF: The Town has an agreement with Geographic Technologies Group for GIS Services. The agreement has been in effect since 3/7/2007 and may be extended for a three year term. The vendor requests extending the agreement with no change to the terms and conditions for the allowable three year term.

PREVIOUS ACTIONS: Resolution R-2007-77 dated 3/7/2007

CONCURRENCES: None

FISCAL IMPACT: Yes

Has request been budgeted? Yes

If yes, expected cost: \$ 307,384

Account name and number: GIS Account.

Account numbers 030-3604-512-6868 & 030-

3601-512-6868

If no, amount needed: \$

What account name and number will funds be appropriated from:

Additional Comments:

RECOMMENDATION(S): Motion to approve resolution

Attachment(s): Memorandum, Contractor's Letter, and Contract

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING AN EXTENSION OF THE AGREEMENT BETWEEN THE TOWN OF DAVIE AND GEOGRAPHIC TECHNOLOGIES GROUP FOR GIS SERVICES.

WHEREAS, the Town is in need of continuing its implementation of its Enterprise GIS System; and

WHEREAS, the Town has an existing agreement for GIS services and the vendor requests extending the agreement for a three year term; and

WHEREAS, after review, the Town Council wishes to approve the agreement for an additional three year term with all terms and conditions of the original agreement remaining in effect.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council of the Town of Davie hereby approves a three year extension of the agreement between the Town and Geographic Technologies Group for GIS services

SECTION 2. The Town Council hereby authorizes the expenditure from the appropriate GIS account.

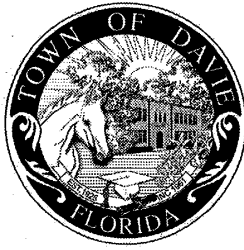
SECTION 3. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2010.

ATTEST: MAYOR/COUNCILMEMBER

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2010.



ADMINISTRATION DEPARTMENT

6591 ORANGE DRIVE • DAVIE, FLORIDA 33314-3399
PHONE: 954.797.1034 • FAX: 954.797.2061 • WWW.DAVIE-FL.GOV

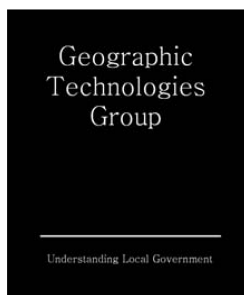
Memorandum

TO: Town of Davie Town Council
THRU: Gary Shimun, Town Administrator
FROM: Irene DeGroot, GIS Manager
SUBJECT: Contract Extension: Geographic Technologies Group
DATE: January 6, 2010

The contract for Geographic Technologies Group expires on 3/7/2010. In order to continue on the GIS Strategic Plan that is currently in progress it is recommended that the service contract for GIS services between the Town of Davie and Geographic Technologies Group be extended for the allowable three year extension period (3/7/2010 to 3/7/2013).

The contractor has provided satisfactory service for the Town's Enterprise GIS System and is requesting a three year contract extension with all terms and conditions remaining in effect.

Please advise if you have any questions or need additional information.



Corporate Headquarters
North Carolina
1202 Parkway Drive
Goldsboro, NC 27534
P.O. Box 10135
Goldsboro, NC 27532
919.759.9214 tel
919.759.0410
1.888.757.4222

December 15, 2009

Irene DeGroot, GIS Coordinator
Town of Davie
6591 Orange Ave
Davie, FL 33314

Ms. DeGroot,

Geographic Technologies Group understands that the current contract with the town of Davie is set to expire March 7, 2010. We are requesting to renew our contract per the renewal option of Section 2.01 on the contract terms. Geographic Technologies Group hereby agrees to uphold and honor the terms and conditions set forth in the existing contract for GIS Services approved by the Town Council and signed and dated May 2, 2007.

Sincerely,

A handwritten signature in black ink, appearing to read "David Holdstock", with a stylized, wavy line extending from the end.

David Holdstock, CEO
Geographic Technologies Group, Inc

Regional Offices

Florida
Texas

Understanding Local Government

**AGREEMENT BETWEEN THE TOWN OF DAVIE AND GEOGRAPHIC TECHNOLOGIES
GROUP, FOR GIS SERVICES**

THIS AGREEMENT, made and entered into the day of , 2007 , by and
between:

TOWN OF DAVIE, FLORIDA
a municipal corporation
6591 Orange Drive
Davie, Florida 33314

(hereinafter referred to as "TOWN")

AND

Geographic Technologies Group
648 North Spence Avenue
Goldsboro, NC 27534

(hereafter referred to as "CORPORATION")

WHEREAS, the Town issued a Request for Qualifications (B-07-09) for GIS
Services; and

WHEREAS, the recommended firms will provide professional services for
projects that do not exceed \$50,000; and

WHEREAS, the Town Council approved staff's recommendation by
Resolution R-2007-77 and authorized the Town Administrator or his designee to
negotiate contracts for such services.

NOW, THEREFORE, in consideration of the benefits provided by
CORPORATION to the citizens of Davie and the covenants and conditions herein
expressed and the faithful performance of all such covenants and conditions, the
parties agree as follows:

Section 1.

1.01 The above recitals are true and correct and are incorporated herein.

Section 2. TERM

2.01 This Agreement shall be effective upon the approval of the Town Council and shall terminate three (3) years from that date. However, either party may terminate this Agreement by providing a thirty (30) calendar days written notice. The TOWN shall have the option to renew this Agreement for one (1) additional three (3) year term upon the same terms, conditions and limitations imposed hereby.

Section 3. SCOPE OF SERVICES

3.01 CORPORATION will conduct services as outlined in the TOWN'S RFQ B-07-09. CORPORATION will be required to provide experienced professional service in all GIS disciplines.

3.02 CORPORATION acknowledges that from time to time TOWN will contact CORPORATION to perform a specified scope of work. All work to be performed by CORPORATION must be authorized by the TOWN, with such authorization containing additional information, terms and conditions related to the specific project.

3.03 CORPORATION will enter into a Memorandum of Understanding with TOWN for the "Authorization of Work" for each required scope of service to be completed by CORPORATION.

Section 4. CONSIDERATION

4.01 Should TOWN request services from CORPORATION, such services shall be provided in accordance with the price schedule, which is inclusive of all fees and expenses, including travel and other direct expenses. Said price schedule is attached hereto and incorporated herein as Exhibit "A". CORPORATION may submit a revised exhibit "A" for consideration by TOWN during the term of the Agreement; however, CORPORATION may only submit a revision once during any twelve month period.

Section 5. DUTIES AND RESPONSIBILITIES OF TOWN

5.01 Timely review and comment on all work products submitted by CORPORATION and schedule all required meetings on a timely basis.

5.02 Other assistance as may be required by CORPORATION to complete required work authorized by TOWN.

Section 6. INSURANCE

6.01 Prior to commencing work, the CORPORATION shall provide TOWN with certified copies of all insurance policies providing coverage as required.

6.02 The CORPORATION shall secure and maintain, at its own expense, and keep in effect during the full period of the agreement a policy or policies of insurance, which must include the following coverages and minimum limits of liability:

- (a) **Professional Liability Insurance** The CORPORATION shall provide insurance with minimum limits of one million dollars (\$1,000,000.00). The CORPORATION shall be responsible for maintaining this professional liability insurance for a minimum of five years from the date of execution of this Contract. In addition, the consultant shall notify the Town of Davie of any claims made against this insurance policy during the five years following execution of this Contract.
- (b) **Worker's Compensation and Employer's Liability Insurance** The CORPORATION shall provide and maintain Workers' Compensation insurance in the full amount required by statute and in full compliance with the applicable laws of the State of Florida and the United States. The policy must include Employers' Liability with a minimum limit of One Hundred Thousand Dollars (\$100,000.00) for each accident, five hundred thousand dollars (\$500,000.00) disease (policy limit), and one hundred thousand dollars (\$100,000.00) disease (each employee). The Consultant shall further insure that all of its subcontractors maintain appropriate levels of Workers' Compensation insurance.
- (c) **Commercial and/or Comprehensive General Liability Insurance** The CORPORATION shall have minimum limits of One Million Dollars (\$1,000,000.00) Per Occurrence Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Premises and/or Operations, Independent Contractors and Products and/or Completed Operations, Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, specifically insuring the hold harmless clause of the contract. This policy of insurance shall be considered primary to and not contributing with any insurance maintained by the Town of Davie and shall name the Town of Davie as an additional insured. The policy of insurance shall be written in an "occurrence" based format.
- (d) **Business Auto Policy:** The CORPORATION shall have minimum limits of Three Hundred Thousand Dollars (\$300,000.00) per occurrence Combined Single Limit for bodily injury and property damage. Policy shall include coverage for owned vehicles, hired vehicles, employee non-owned vehicles.

6.03 ALL LIABILITY INSURANCE POLICIES SHALL SPECIFICALLY PROVIDE THAT THE TOWN OF DAVIE IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF THE CORPORATION UNDER THE AGREEMENT. INSURANCE Companies selected must be acceptable to TOWN. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to TOWN by certified mail.

6.04 The required insurance coverage shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide:

Financial Stability B+ to A+

6.05 The CORPORATION is required to submit a list of claims presently outstanding against their professional liability coverage. This information must be provided by and signed by the agent of the insurance carrier. If no outstanding claims exist, a statement of this fact must be provided by and signed by the agent of the insurance carrier.

Section 7. INDEMNIFICATION

7.01 GENERAL INDEMNIFICATION: The CONTRACTOR agrees to indemnify and hold harmless the TOWN, its officers, agents, and employees, from any and all liability, defense costs, including attorneys' fees, and all other fees incidental to the defense, loss, or damage the TOWN may suffer as a result of claims, demands, costs, or judgments against it arising from the subject project. Nothing in this agreement shall be construed to affect in any way the TOWN'S rights, privileges, and immunities as set forth in Florida Statutes 768.28. Nothing in the Agreement shall be construed to benefit or grant any claim or cause of action to any third party.

7.02 PATENT AND COPYRIGHT INDEMNIFICATION: The CORPORATION agrees to indemnify, defend, save and hold harmless the TOWN, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the Agreement. Any and all work products produced during the term of this contract by CORPORATION shall be the sole property of the TOWN.

Section 8. TERMINATION AND DEFAULT

8.01 In the event CORPORATION shall default in any of the terms, obligations, restrictions or conditions of the Proposal documents, TOWN shall give written notice by certified mail, return receipt requested to CORPORATION of default and that such default shall be corrected or actions taken to correct such default shall be commenced within ten (10) calendar days thereof. In the event CORPORATION has failed to correct the conditions of default or the default is not remedied to the satisfaction and approval of TOWN, TOWN shall have all legal remedies available to it, including, but not limited to termination of this Agreement in which case the CORPORATION shall be liable for all procurement and reprocurement costs and any and all damages permitted by law arising from the default and breach of this Agreement.

8.02 TOWN shall have the right to terminate the Agreement, without cause, by giving written notice to CORPORATION of such termination and specifying the effective date thereof, at least thirty (30) calendar days prior to the effective date of termination.

Section 9. RECORDS AND AUDIT

9.01 TOWN reserves the right to audit the records of CORPORATION relating to this project at any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by TOWN. If required by TOWN, CORPORATION shall agree to submit to an audit by an independent certified public accountant selected by TOWN. CORPORATION shall allow TOWN to inspect, examine and review the records of CORPORATION at any and all times during normal business hours during the term of this Agreement.

Section 10. INDEPENDENT CONTRACTOR

10.01 It is understood and agreed that CORPORATION is and shall remain an independent contractor with respect to the services being performed by CORPORATION pursuant to this Agreement and shall not, for any purpose, be deemed an employee of TOWN.

Section 11. CONFLICT OF INTEREST

11.01 CORPORATION covenants that no person under its employ who presently exercises any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect, with TOWN. CORPORATION further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed. Any such interests, on the part of CORPORATION or its employees, must be disclosed in writing to TOWN.

11.02 CORPORATION is aware of the conflict of interest laws of Broward County and the State of Florida, Chapter 112, Florida Statutes (1993), as amended, and agrees that it will fully comply in all respects with the terms of said laws.

11.03 CORPORATION warrants that it has not employed or retained any person employed by TOWN to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay, any public official or person employed by TOWN any fee, commission, percentage, brokerage fee or gift of any kind, contingent upon or resulting from the award of his privilege.

Section 12. ASSIGNMENT

12.01 This is a personal services Agreement whereby TOWN has expressly retained CORPORATION. This Agreement is not assignable or transferable in whole or in part without the prior expressed written consent of the TOWN which consent can be arbitrarily withheld.

Section 13. COMPLIANCE WITH LAWS

13.01 CORPORATION shall comply with all statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida, Town of Davie and of any other public authority which may be applicable to this Agreement.

Section 14. VENUE

14.01 Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida and the prevailing party to any resultant judgment shall be entitled to an award of all reasonable attorney's fees, paralegal expenses, interest and court costs incurred by such prevailing party against the losing party including reasonable appellant attorney's fees, interest and taxable costs.

Section 15. GOVERNING LAW

15.01 The validity, construction and effect of this agreement shall be governed by the laws of the State of Florida.

Section 16. INSOLVENCY

16.01 In the event that either party shall become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or its assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, or become subject to rehabilitation, then, at the option of the other party and immediately upon written notice, this Agreement shall terminate and be of no further force and effect.

Section 17. ENTIRE AGREEMENT

17.01 This Agreement contains the entire understanding of the parties relating to the subject matter hereof superseding all prior communications between the parties, whether oral or written, and this Agreement may not be altered, amended, modified or otherwise changed nor may any of the terms hereof be waived, except by a written instrument executed by both parties. The failure of a party to seek redress for violation of or to insist on strict performance of any of the covenants of this Agreement shall not be construed as a waiver or relinquishment for the future of any covenant, term, condition or election but the same shall continue and remain in full force and effect.

Section 18. SEVERABILITY

18.01 Should any part, term or provision of this Agreement be by the courts decided to be illegal or in Conflict with any law of the State, the validity of the remaining portions or provisions shall not be affected thereby.

Section 19. NOTICES

19.01 All notices or other communications required by this Agreement shall be in writing and deemed delivered upon mailing by certified mail, return receipt requested, to the following persons and addresses unless otherwise specified herein:

TOWN:

Procurement Manager
Town of Davie
6591 Orange Drive
Davie, Florida 33314

CORPORATION:

Geographic Technologies Group
648 North Spence Avenue
Goldsboro, NC 27534

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first written above, in two (2) counterparts, each of which shall without proof or accounting for the other counterpart be deemed an original Contract.

Geographic Technologies
Contractor
BY [Signature]
CEO/owner
Title

Witness:
[Signature]
[Signature]

Date: April 13, 2007

Town of Davie, a Florida
Municipal Corporation

[Signature]
Russell Muniz
Town Clerk

(Seal)

[Signature]
Gary Shimun
Town Administrator

DATE: 5-7-07

OWNER

ATTEST:

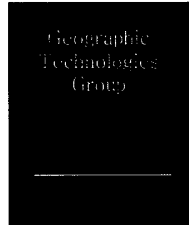
[Signature]
Tom Truex
Mayor

APPROVED AS TO FORM AND
CORRECTNESS:

[Signature]
Jim Cheroff
Town Attorney
Town of Davie

Council Approved: May 2, 2007
Date

EXHIBIT A



Corporate Headquarters

North Carolina
648 North Spence Avenue
Goldsboro, NC 27534
P.O. Box 10135
Goldsboro, NC 27532
919.759.9214 tel
919.759.0410
1.888.757.4222

Regional Offices

Florida
Illinois
Oregon
Pennsylvania
Texas

March 23, 2007

Town of Davie *Geographic Information System (GIS) Services*

Geographic Technologies Group (GTG) hourly rates:

Positions	Hourly Rate (\$)
Principals (Project Managers)	\$150.00
Technical Writer	\$90.00
Administrative Assistant	\$35.00
GIS Division	
GIS Director	\$125.00
GIS Project Managers	\$100.00
GIS Specialist	\$90.00
GIS Technician	\$50.00
GIS and Technical Trainers	\$100.00
Software and Development Division	
Director of Software and Development	\$150.00
Software Development Manager	\$125.00
Public Safety Products Manager	\$110.00
Land & Web Products Manager	\$110.00
Developers	\$90.00

Understanding Local Government